

INTERNET  
FORM NLRB-501  
(2-08)UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER****DO NOT WRITE IN THIS SPACE**

Case

Date Filed

**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer Denver Uniserv Unit		b. Tel. No. (303) 831-0590
		c. Cell No. (303) 915-6633
		f. Fax No.
d. Address (Street, city, state, and ZIP code)  1500 Grant Street Denver CO 80403	e. Employer Representative  Pam Shamburg Executive Director	
		g. e-Mail pshamburg@coloradoea.org
		h. Number of workers employed 5
i. Type of Establishment (factory, mine, wholesaler, etc.) Others	j. Identify principal product or service Labor Union	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 3, 5 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

**2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)**

(1) Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) joined or supported a labor organization and in order to discourage union activities and/or membership. (2) Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages, hours, or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities. (3) Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities. (4) Within the previous six months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by threatening to retaliate against employees if they joined or supported a union. (5) Within the previous six months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by engaging in surveillance or creating impression of surveillance of employees' union activities. (6) Within the previous six months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by interrogating employees about their union activities. (7) Within the previous six months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by maintaining work rules that prevent or discourage employees from engaging in protected concerted activities. (8) Within the previous six months, the Employer failed and refused to recognize the union as the collective bargaining representative of its employees. (9) Within the previous six months, the Employer failed and refused to bargain in good faith with the union as the collective bargaining representative of its employees. (10) Within the previous six months, the Employer discharged an employee(s) because the employee(s) joined or supported a labor organization and in order to discourage union activities and/or membership. (11) Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities. (12) Within the previous six months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by denying an employee's request for union representation during a disciplinary investigation. (13) Within the previous six months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by maintaining work rules that prohibit employees from discussing wages, hours, or other terms or conditions of employment. (14) Within the previous six months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by maintaining work rules that prevent or discourage employees from forming, joining, or supporting a labor organization. (15) Within the previous six months, the Employer failed and refused to bargain in good faith with the union as the collective bargaining representative of its employees by failing to furnish information requested by the union. (16) Within the previous six months, the Employer failed and refused to bargain in good faith with the union as the collective bargaining representative of its employees by making unilateral changes in terms and conditions of employment.

**3. Full name of party filing charge (if labor organization, give full name, including local name and number)**

(b) (6), (b) (7)(C)

Title: DUSO (b) (6), (b) (7)(C)

DUSO - Denver Uniserv Staff Organization

**4a. Address (Street and number, city, state, and ZIP code)**1500 Grant Street  
Denver CO 80203**4b. Tel. No.**

(b) (6), (b) (7)(C)

**4c. Cell No.****4d. Fax No.****4e. e-Mail**

(b) (6), (b) (7)(C)

**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**

NSO - National Staff Organization

**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By

(b) (6), (b) (7)(C)

(signature of representative or person making charge)

(b) (6), (b) (7)(C)

Title: DUSO (b) (6), (b) (7)(C)

(Print/type name and title or office, if any)

**Tel. No.**

(b) (6), (b) (7)(C)

**Office, if any, Cell No.****Fax No.****e-Mail**

(b) (6), (b) (7)(C)

1500 Grant Street  
Address Denver CO 80203

08/22/2016 19:31:17

(date)

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)****PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 27  
Byron Rogers Federal Office Building  
1961 Stout Street, Suite 13-103  
Denver, CO 80294

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (303)844-3551  
Fax: (303)844-6249



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August 23, 2016

(b) (6), (b) (7)(C), DUSO (b) (6), (b) (7)(C)  
Denver Uniserv Staff Organization(DUSO)  
1500 Grant St.  
Denver, CO 80203

Re: Denver Uniserv Unit  
Case 27-CA-182658

Dear (b) (6), (b) (7)(C):

The charge that you filed in this case on August 23, 2016 has been docketed as case number 27-CA-182658. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Attorney JULIA M. DURKIN whose telephone number is (720)598-7403. If this Board agent is not available, you may contact Deputy Regional Attorney LETICIA PENA whose telephone number is (720)598-7412.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, [www.nlr.gov](http://www.nlr.gov), or at the Regional office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

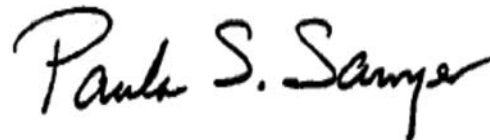
**Presentation of Your Evidence:** As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

**Procedures:** We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website [www.nlr.gov](http://www.nlr.gov). However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website [www.nlr.gov](http://www.nlr.gov) or from the Regional Office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "Paula S. Sawyer". The signature is written in a cursive, flowing style.

PAULA SAWYER  
Regional Director



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 27  
Byron Rogers Federal Office Building  
1961 Stout Street, Suite 13-103  
Denver, CO 80294

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August 23, 2016

Pam Shamburg, Executive Director  
Denver Uniserv Unit  
1500 Grant St.  
Denver, CO 80403

Re: Denver Uniserv Unit  
Case 27-CA-182658

Dear Ms. Shamburg:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Attorney JULIA M. DURKIN whose telephone number is (720)598-7403. If this Board agent is not available, you may contact Deputy Regional Attorney LETICIA PENA whose telephone number is (720)598-7412.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, [www.nlr.gov](http://www.nlr.gov), or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be

considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

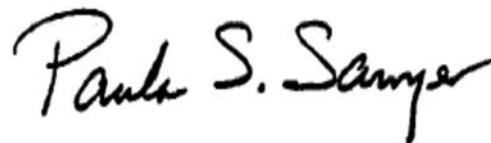
We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

**Procedures:** We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, [www.nlr.gov](http://www.nlr.gov). However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, [www.nlr.gov](http://www.nlr.gov) or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "Paula S. Sawyer". The signature is written in a cursive, flowing style.

PAULA SAWYER  
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

Form NLRB - 601 (2-08)

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD**FIRST AMENDED CHARGE AGAINST EMPLOYER****INSTRUCTIONS:**

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
27-CA-182658	4-12-17

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer Denver UniServ Unit		b. Tel. No. (303)831-0590
		c. Cell No. (303)915-8633
d. Address (street, city, state ZIP code) 1500 Grant St., Ste. 200, Denver, CO 80203	e. Employer Representative Pam Shamburg Executive Director	f. Fax No.
		g. e-Mail pshamburg@coloradoea.org
		h. Dispute Location (City and State) Denver, CO
i. Type of Establishment (factory, nursing home, hotel) Office	j. Principal Product or Service Labor union.	k. Number of workers at dispute location 5

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (3), (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

**2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)**

Within the past six months, the above-named employer has bargained in bad-faith by (1) repudiating the expired collective-bargaining agreement's grievance procedure, and (2) failing and refusing to provide relevant information requested by the union on July 25, 2016.

Within the past six months, the above-named employer has coerced, interfered, and restrained employees in the exercise of their Section 7 rights by: (1) directing employees to keep confidential ongoing investigations and disciplinary actions involving themselves and co-workers; (2) interrogated employees about employees' protected concerted activities and/or union activities; (3) interfered with employees' Weingarten rights at an investigatory interview held on July 25, 2016 that employees reasonably believe would result in discipline; (4) about July 29, 2016 promulgating and since then maintaining overbroad work rules; (5) about August 5, 2016 directing or promulgating and since maintain overbroad rules requiring employees to refrain from unprofessional conduct and abide by employer's decision of the unit thereby discouraging further protected and/or union activity.


Within the past six months, the above-named employer has discriminated against employees by disciplining employees (b) (6), (b) (7)(C) because of their protected concerted activity and/or union activity on about (b) (6), (b) (7)(C) 2016.

Within the past six months, the above-named employer has discriminated against employees by discharging employee (b) (6), (b) (7)(C) because of (b) (6) protected concerted activity and/or union activity at the end of (b) (6), (b) (7)(C) 2016.

**3. Full name of party filing charge (if labor organization, give full name, including local name and number)**

Denver UniServ Staff Organization(DUSO)

4a. Address (street and number, city, state, and ZIP code) 1500 Grant St., Denver, CO 80203	4b. Tel. No.
	4c. Cell No.
	4d. Fax No.
	4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)		
National Staff Organization		(NSO)
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No.
By: 	Jesus Altamirano	Office, if any, Cell No.
(signature of representative or person making charge)	Print Name and Title	Fax No.
Address: 1500 Grant St., Denver, CO 80203	Date: 4/12/17	e-Mail

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.



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Fax: (303)844-6249



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April 13, 2017

Pam Shamburg, Executive Director  
Denver UniServ Unit  
1500 Grant St.  
Ste. 200  
Denver, CO 80203

Re: Denver UniServ Unit  
Case 27-CA-182658

Dear Ms. Shamburg:

Enclosed is a copy of the first amended charge that has been filed in this case.

**Investigator:** This charge is being investigated by Field Attorney JOSE R. ROJAS whose telephone number is (720)598-7415. If the agent is not available, you may contact Deputy Regional Attorney LETICIA PENA whose telephone number is (720)598-7412.

**Presentation of Your Evidence:** As you know, we seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations in the first amended charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

**Procedures:** Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter sent to you with the original charge in this matter. If you have any questions, please contact the Board agent.

Very truly yours,

A handwritten signature in black ink, reading "Paula S. Sawyer", is located below the "Very truly yours," text.

PAULA S. SAWYER  
Regional Director



Enclosure: Copy of third amended charge

cc: Karen DuWaldt, Esq.  
Kiovsky DuWaldt, LLC  
2820 Welton St.  
Denver, CO 80205-3020



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

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Telephone: (303)844-3551  
Fax: (303)844-6249



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April 13, 2017

(b) (6), (b) (7)(C) DUSO (b) (6), (b) (7)(C)  
Denver UniServ Staff Organization(DUSO)  
1500 Grant St.  
Denver, CO 80203

Re: Denver UniServ Unit  
Case 27-CA-182658

Dear (b) (6), (b) (7)(C)

We have docketed the first amended charge that you filed in this case.

**Investigator:** This charge is being investigated by Field Attorney JOSE R. ROJAS whose telephone number is (720)598-7415. If the agent is not available, you may contact Deputy Regional Attorney LETICIA PENA whose telephone number is (720)598-7412.

**Presentation of Your Evidence:** As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. If you have additional evidence regarding the allegations in the first amended charge and you have not yet scheduled a date and time for the Board agent to obtain that evidence, please contact the Board agent to arrange to present that evidence. If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed.

**Procedures:** Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter sent to you with the original charge in this matter. If you have any questions, please contact the Board agent.

Very truly yours,

PAULA S. SAWYER  
Regional Director

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**Denver Uniserv Unit,**

Charged Party

and

Case 27-CA-182658

**Denver Uniserv Staff Organization,**

Charging Party.

---

The undersigned hereby enters her appearance as representative of Denver Uniserv Unit in the above-captioned matter.

Check the appropriate boxes below:

X Representative is an attorney.

X If representative is an attorney, in order to ensure that the party may receive copies of certain documents or correspondence from the agency in addition to those described below, this **box must be checked. If this box is not checked, the party will receive only copies of certain documents** such as charges, petitions and formal documents as described in SEC. 118423 of the case handling manual.

Representative Information

Name Karen DuWaldt

Mailing Address: Kiovsky | DuWaldt LLC  
2820 Welton St.  
Denver, CO 80205

Email address: [Karen@kdemploymentlaw.com](mailto:Karen@kdemploymentlaw.com)

Office Telephone: 303.293.2301

Cell Phone: 720.971.8569

Fax: 1.866.804.9379

Signature: */s/ Karen DuWaldt*

Date: October 6, 2016

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

IN THE MATTER OF  
Denver UniServ Unit

Case 27-CA-182658 and  
Case 27-CA-196503

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Parties **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places at its office located at 1500 Grant St., Ste. 200, Denver, Colorado 80203. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

**SHARED DRIVE POSTING** - The Charged Party will also post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its shared drive and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will submit a paper copy of the shared drive posting to the Region's Compliance Officer when it submits the Certification of Posting and provide a password for a password protected shared drive in the event it is necessary to check the electronic posting.

**E-MAILING NOTICE** - The Charged Party will email a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all employees who work at the office located at 1500 Grant St., Ste. 200, Denver, Colorado 80203. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 27 of the National Labor Relations Board in Cases 27-CA-182658 and 27-CA-192658." The Charged Party will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at erika.bailey@nlrb.gov.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**PAYMENT OF WAGES AND BENEFITS** — Within 14 days from approval of this Agreement, the Charged Party will make whole the employee named below by payment to (b) (6), (b) (7)(C) of the amount opposite (b) (6), (b) (7)(C) name. The Charged Party is responsible for paying its share of FICA and will make appropriate withholdings from the backpay portion due to the named employee. The Charged Party will remit a separate check for the interest and expenses portion of the backpay due (if applicable), from which no withholdings shall be made. The Charged Party will also file with the Regional Director a completed Report of Backpay Paid under the National Labor Relations Act, which the Regional Director will file with the Social Security Administration for the purpose of allocating the payment to the appropriate calendar year(s). In exchange for the payment of wages and benefits contained herein, (b) (6), (b) (7)(C) voluntarily agrees to waive (b) (6), (b) (7)(C) right to reinstatement to (b) (6), (b) (7)(C) former position with the Charged Party.

Name of Employee	Backpay & Front pay	Interest	Expenses	Excess Tax Liability	401(k) Contributions	401(k) Interest	401(k) Excess Tax	Total
(b) (6), (b) (7)(C)	\$10,861	\$97	\$1,922	\$0	\$3,094	\$26	\$0	\$16,000

Charging Party (b) (6), (b) (7)(C)

Charging Party (DUSO):

Charged Party (b) (6), (b) (7)(C)

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned cases, including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**PARTIES TO THE AGREEMENT** — If either Charging Party fails or refuses to become a party to this Agreement, and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Consolidated Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, either Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes \_\_\_\_\_  
Initials

No \_\_\_\_\_  
(b) (6), (b) (7)(C)

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party within nine (9) months of the Regional Director's approval of this Settlement Agreement, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Consolidated Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Consolidated Complaint. The Charged Party understands and agrees that all of the allegations of the Consolidated Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Consolidated Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Consolidated Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered

Charging Party (b) (6), (b) (7)(C)

Charging Party (DUSO): AA

Charged Party: \_\_\_\_\_



enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If either Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that either Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Denver UniServ Unit	Charging Party Denver UniServ Staff Organization (DUSO)
By: Name and Title Date (b) (6), (b) (7)(C) 7/28/17	By: Name and Title Date [Signature] 7/31/17
(b) (6), (b) (7)(C) DUSO	Print Name and Title below Jesus Attamirano Uniserv Director

Charging Party (b) (6), (b) (7)(C), an Individual	
By: Name and Title Date 7/31/17 (b) (6), (b) (7)(C)	
(b) (6), (b) (7)(C)	

Recommended By: [Signature] JOSÉ R. ROJAS Field Attorney	Date 7/31/17	Approved By: [Signature] PAULA S. SAWYER Regional Director, Region 27	Date 7/31/17
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Charging Party (b) (6), (b) (7)(C)

Charging Party (DUSO): [Signature]

Charged Party: \_\_\_\_\_

(To be printed and posted on official Board notice form)

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**WE WILL NOT** interrogate you about your protected concerted activities or union activities.

**WE WILL NOT** tell you not to discuss ongoing investigations that could lead to disciplinary actions involving yourself or your co-workers.

**WE WILL NOT** deny you the right to be represented on request by a representative of your choosing at any investigatory interview that you reasonably believe could result in disciplinary action, as long as the chosen representative is available to participate at that time.

**WE WILL NOT** promulgate and maintain an overly-broad work rule that states that "[a]ny disparagement of DUU, DCTA, DAEOP, or DCTA-R to members, potential members, DPS staff, volunteers, or partners will not be tolerated" and **WE WILL** rescind this overly-broad work rule or, if we deem it necessary, revise and reissue it and **WE WILL** notify employees in writing either way that we have done so.


**WE WILL NOT** promulgate and maintain an overly-broad written directive in response to union activity or protected concerted activity that instructs you "to refrain from unprofessional conduct and to recognize, abide by, and cooperate with the Executive Director and governance when we make decisions for the unit" and **WE WILL** rescind this overly-broad work rule or, if we deem it necessary, revise and reissue it, and **WE WILL** notify employees in writing either way that we have done so.

**WE WILL NOT** discipline, suspend, or discharge you because you engaged in a protected work stoppage or because you engaged in union activity.

**WE WILL NOT** suspend or discharge you because you engaged in a protected work stoppage or because you engaged in union activity.

**WE WILL NOT**, upon request, refuse to bargain with the Denver UniServ Staff Organization (the Union) as the exclusive collective-bargaining representative of the bargaining unit described below by generally repudiating any obligation to bargain over grievances arising after contract expiration, and by refusing to fully process grievances (up to but not including arbitration) under the grievance procedure established in the September 2013 – June 2015 collective-bargaining agreement after its expiration until a new contract took effect. The bargaining unit is:

Charging Party (b) (6), (b) (7)(C)

Charging Party (DUSO): 

Charged Party (b) (6), (b) (7)(C)

All employees except: the Denver UniServ Director; employees who are employed less than twenty (20) hours per week; employees of the Denver Public Schools who are released by the District; temporary employees; work-study students; and any other employees excluded by the mutual, written agreement of the parties.

**WE WILL NOT** refuse to bargain collectively with the Union by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of the bargaining unit described above.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

**WE WILL** remove from our files all references to the disciplines that were issued to (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) 2016 because they engaged in a protected work stoppage and other union activity, and **WE WILL** notify them in writing that this has been done and that the disciplines issued on (b) (6), (b) (7)(C) 2016 will not be used against them in any way.

**WE WILL** remove from our files any references to the suspension and discharge of (b) (6), (b) (7)(C) and **WE WILL** notify (b) (6), (b) (7)(C) in writing that this has been done and that we will not use the suspension or discharge against (b) (6), (b) (7)(C) in any way.

**WE WILL** make (b) (6), (b) (7)(C) whole for any loss earnings and other benefits (b) (6), (b) (7)(C) lost because we suspended and discharged (b) (6), (b) (7)(C).

**WE HAVE** been informed that employee (b) (6), (b) (7)(C) has waived reinstatement to (b) (6), (b) (7)(C) former job.

**WE WILL** accept and process any grievance up to but not including arbitration arising after the September 2013 – June 2015 contract expired and before the new contract took effect if the Union files a grievance within twenty (20) business days of approval of the settlement agreement by the Regional Director.

**Denver UniServ Unit**

(Employer)

Dated: 7/28/17

By:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(Title)

*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine*

Charging Party (b) (6), (b) (7)(C)

Charging Party (DUSO):

Charged Party (b) (6), (b) (7)(C)



*whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).*

Byron Rogers Federal Office Building  
1961 Stout Street, Suite 13-103  
Denver, CO 80294

Telephone: (303)844-3551  
Hours of Operation: 8:30 a.m. to 5 p.m.

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

Charging Party (b) (6), (b) (7)(C):

(b) (6), (b) (7)(C)

Charging Party (DUSO):

*[Signature]*

Charged Party: \_\_\_\_\_



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 27  
Byron Rogers Federal Office Building  
1961 Stout Street, Suite 13-103  
Denver, CO 80294

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (303)844-3551  
Fax: (303)844-6249

June 29, 2017

Jesus Altamirano  
Denver UniServ Staff Organization(DUSO)  
1500 Grant St.  
Denver, CO 80203

Re: Denver UniServ Unit  
Case 27-CA-182658

Dear Mr. Altamirano:

We have carefully investigated and considered your charge that Denver UniServ Unit has violated the National Labor Relations Act.

**Decision to Partially Dismiss:** Based on that investigation, I have decided to dismiss the charge allegation that the Employer discharged an employee on about (b) (6), (b) (7)(C) 2016, because of (b) (6), (b) (7)(C) protected concerted activities and/or union activity. I have determined that there is insufficient evidence to establish a violation of the Act. The remaining allegations in the charge remain subject to further processing.

**Your Right to Appeal:** You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

**Means of Filing:** An appeal may be filed electronically, by mail, by delivery service, or hand-delivered. To file electronically using the Agency's e-filing system, go to our website at [www.nlr.gov](http://www.nlr.gov) and:

- 1) Click on E-File Documents;
- 2) Enter the NLRB Case Number; and,
- 3) Follow the detailed instructions.

Electronic filing is preferred, but you also may use the enclosed Appeal Form, which is also available at [www.nlr.gov](http://www.nlr.gov). You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. To file an appeal by mail or delivery service, address the appeal to the **General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

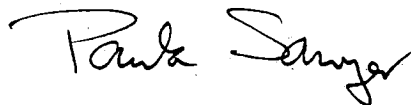
**Appeal Due Date:** The appeal is due on **July 13, 2017**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be

completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than July 12, 2017. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

**Extension of Time to File Appeal:** The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before July 13, 2017**. The request may be filed electronically through the ***E-File Documents*** link on our website [www.nlr.gov](http://www.nlr.gov), by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after July 13, 2017, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

**Confidentiality:** We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,



PAULA SAWYER  
Regional Director

Enclosure

cc: Pam Shamburg, Executive Director  
Denver UniServ Unit  
1500 Grant St. Ste. 200  
Denver, CO 80203

Karen DuWaldt, ESQ.  
Kiovsky DuWaldt, LLC  
2820 Welton St.  
Denver, CO 80205-3020



# NOTICE TO EMPLOYEES



## POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD AN AGENCY OF THE UNITED STATES GOVERNMENT

All employees except: the Denver UniServ Director; employees who are employed less than twenty (20) hours per week; employees of the Denver Public Schools who are released by the District; temporary employees; work-study students; and any other employees excluded by the mutual, written agreement of the parties.

**WE WILL NOT** refuse to bargain collectively with the Union by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of the bargaining unit described above.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

**WE WILL** remove from our files all references to the disciplines that were issued to (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) 2016 because they engaged in a protected work stoppage and other union activity, and **WE WILL** notify them in writing that this has been done and that the disciplines issued on (b) (6), (b) (7)(C) 2016 will not be used against them in any way.

**WE WILL** remove from our files any references to the suspension and discharge of (b) (6), (b) (7)(C) and **WE WILL** notify (b) (6), (b) (7)(C) in writing that this has been done and that we will not use the suspension or discharge against (b) (6), (b) (7)(C) in any way.

**WE WILL** make (b) (6), (b) (7)(C) whole for any loss of earnings and other benefits (b) (6), (b) (7)(C) lost because we suspended and discharged (b) (6), (b) (7)(C).

**WE HAVE** been informed that employee (b) (6), (b) (7)(C) has waived reinstatement to (b) (6), (b) (7)(C) former job.

**WE WILL** accept and process any grievance up to but not including arbitration arising after the September 2013 - June 2015 contract expired and before the new contract took effect if the Union files a grievance within twenty (20) business days of approval of the settlement agreement by the Regional Director.

**Denver UniServ Unit**

(Employer)

Dated: 8/11/17

By: (b) (6), (b) (7)(C)

Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service by visiting its website at <http://www.federalrelay.us/tty>, calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-866-667-NLRB.

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Regional Office's Compliance Officer.

**CERTIFICATION OF COMPLIANCE**  
**(PART ONE)**

**RE: Denver UniServ Unit**  
**Cases 27-CA-182658, et al.**

**Physical Posting**

The signed and dated Notice to Employees in the above matter was posted on  
(date) 8/11/17 at the following locations: (List specific places of posting)

Copier Room with other employee notices

(attached photo)

**Shared Drive Posting**

The signed and dated Notice to Employees in the above matter was posted on the Employer's  
shared drive on (date) 8/15/2017. (A screen shot or copy of the shared drive posting is  
attached). (see attached email and screen shot.)

**Electronic Distribution**

The signed and dated Notice to Employees in the above-captioned matter was distributed  
electronically on (date) 8/15/17 by the following means: (State means of distribution  
and attach proof, if not already provided)

email with attachment (see attached copy of email)

I have completed this Certification of Compliance and state under penalty of perjury that it is  
true and correct.

**CHARGED PARTY/RESPONDENT**

By: (b) (6), (b) (7)(C)

Title: (b) (6), (b) (7)(C) AWW

Date: 8/15/17

This form should be returned to the Compliance Officer, together with **ONE** original Notice (blue/white  
legal-size – Panel 1 of 2 and Panel 2 of 2), dated and signed in the same manner as those posted. If the  
Certification of Compliance Part One and signed Notice is returned via e-file or e-mail, no hard copies of  
the Certification of Compliance Part One or Notice are required.

**CERTIFICATION OF COMPLIANCE**  
**(PART TWO)**

RE: **Denver UniServ Unit**  
**Cases 27-CA-182658, et al.**

**Backpay**

On (date) 8/10/17 and 8/11/17, the Employer made payment to the employee named in the Settlement Agreement in the amounts set forth therein. (Proof of payment, and a statement showing the amount of deductions withheld, is attached) *see attached payroll check register.*  
*also see cover letter and check for expenses.*

**Rules Rescission/Revision**

On (date) 8/15/17, the Employer a) rescinded (b) revised and reissued (please select the appropriate option) the overly-broad work rules that are the subject of the Notice to Employees and notified employees of the a) rescission (b) revision and reissuance, in writing. (A copy of the notification is attached) *see attached email to employees*

**Expunction of Records**

On (date) 8/11/17, the Employer removed from its files all references to the disciplines that were issued to (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) 2016, and on (date) 8/11/17 notified them in writing, that this has been done and that the August 5, 2016, discipline will not be used against them in any way. *See attached letters*

On (date) 8/11/17, the Employer removed from its files all references to the suspension and discharge of (b) (6), (b) (7)(C) and on (date) 8/11/17 notified (b) (6), (b) (7)(C) in writing, that this has been done and that the suspension and discharge will not be used against (b) (6), (b) (7)(C) in any way. (Copies of the letters of expunction are attached) *See attached letter*

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

**CHARGED PARTY/RESPONDENT**

By: (b) (6), (b) (7)(C)  
Title: (b) (6), (b) (7)(C) *D44*  
Date: 8/15/17

This form should be returned to the Compliance Officer. If the Certification of Compliance Part Two is returned via e-file or e-mail, no hard copy of the Certification of Compliance Part Two is required.





UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 27  
Byron Rogers Federal Office Building  
1961 Stout Street, Suite 13-103  
Denver, CO 80294

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (303)844-3551  
Fax: (303)844-6249

November 15, 2017

Karen DuWaldt, Esq.  
Kiovsky DuWaldt, LLC  
2820 Welton St.  
Denver, CO 80205-3020

Re: Denver UniServ Unit  
Case 27-CA-182658

Denver UniServ Unit  
Case 27-CA-196503

Dear Ms. DuWaldt:

The above-captioned cases have been closed on compliance. Please note that the closing is conditioned upon continued observance of the informal Settlement Agreement.

Very truly yours,

Paula Sawyer  
Regional Director

cc: Pam Shamburg, Executive Director, Denver UniServ Unit  
1500 Grant St., Ste. 200, Denver, CO 80203

Jesus Altamirano, Denver UniServ Staff Organization(DUSO)  
1500 Grant St., Denver, CO 80203

(b) (6), (b) (7)(C)



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(b) (6), (b) (7)(C)